

ADOT ECS File No. JPA 97-205
Section: Statewide
Project: Vehicle Fuel

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE FUTURE DEVELOPMENT EDUCATION AND PERFORMING ARTS ACADEMY

THIS AGREEMENT is entered into July 30, 1998,
between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT
OF TRANSPORTATION, acting by and through its INTERMODAL
TRANSPORTATION DIVISION (the "DOT") and THE FUTURE DEVELOPMENT
EDUCATION AND PERFORMING ARTS ACADEMY, acting by and through its
Director (the "Academy").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes
Section 28-401 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the DOT.

2. The Academy is empowered by Arizona Revised Statutes
Section ARS 11-952 to enter into this agreement and has
resolved to enter into this agreement and has authorized the
undersigned to execute this agreement on behalf of the Academy.

3. The Academy has a requirement for motor vehicle fuel
statewide. The DOT has fueling facilities statewide and has
agreed to provide fuel for the Academy vehicles.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

II. SCOPE OF WORK

1. The DOT will:

a. On a "self-service" basis provide fuel to the Academy vehicles at DOT facilities statewide.

b. No more often than monthly, invoice the Academy with an itemized statement for fuel dispensed at the prevailing dispenser price plus five cents per gallon.

2. The Academy will:

a. Provide the DOT a list of authorized motor vehicles (by vehicle license number, type and fuel type) and operators, who shall observe all State rules, regulations and safety procedures while entering, refueling and leaving State fueling facilities. Insure State universal credit cards issued to Academy drivers contain encoded requirements necessary to interface with automated DOT fuel locations.

b. Insure operators complete an ADOT "Fuel Withdrawal Card" (ADOT Form 23-9315) each time fuel is purchased or comply with established procedures when DOT locations have automated card readers in place.

c. For CNG-equipped vehicles, insure compatibility of vehicle fuel nozzle receptacles with DOT fuel dispenser nozzles, obtaining adapters if necessary. Safeguard CNG fueling facility access codes and keys. Notify the DOT within 24 hours of lost access keys and be responsible for replacement costs at \$5.00 each. Return keys to the DOT as vehicles are removed from the Academy CNG program.

d. Reimburse the DOT for the previous month's invoice for fuel within 30 days after receipt. Coordinate as needed with the DOT, and be responsible for all costs associated with accidents or damages caused by Academy vehicles to State property.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Equipment Administrator
2225 South 22nd Avenue, Mail Drop 071R
Phoenix, AZ 85009-6997

Future Development Education and Performing Arts Academy
1522 E. Southern Avenue
Phoenix, AZ 85040

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

FUTURE DEVELOPMENT EDUCATION
AND PERFORMING ARTS ACADEMY

DEPARTMENT OF TRANSPORTATION

By Winston Tease, Jr.
WINSTON TEASE, JR.
Facilitator

By Joseph H. O'Neill
JOSEPH H. O'NEILL
Equipment Administrator